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THIS DOES NOT
CIRCULATE

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Mercer County

AGREEMENT

AGREEMENT dated the 10th day of March 1980, by and between WASHINGTON TOWNSHIP, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer" or the "Township", and the NEW JERSEY PATROLMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 191, hereinafter referred to as the "Local".

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed officers and patrolmen, (hereinafter sometimes collectively referred to as "Employee" or "Employees") of the Police Department of Washington Township;

NOW, THEREFORE, WITNESS: 1/1/80 - 12/31/82

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the "Township", as hereinafter defined, recognized as being represented by the Association, as follows:

ARTICLE ONE

INTERPRETATION AND RECOGNITION

A. Interpretation

It is the intention of the parties that this Agreement be construed in harmony with THE PERC ACT AS AMENDED, the Statutes of the State of New Jersey, the Ordinances of Washington Township and the Rules and Regulations of the Police Department.

B. Recognition of Bargaining Unit

1. The "Township" hereby recognizes the New Jersey Patrolmen's Benevolent Association, Inc., Local 191 as the sole and exclusive negotiating agent and representative of all the employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, and all other related matters.

2. The bargaining unit, as discussed immediately above, shall consist of all uniformed officers, recruits and veteran recruits, patrolmen, Sergeants, Lieutenants, Captains and all superior officers and other members of the Department of Police of the Township of Washington, now employed or hereafter employed, excluding the Chief of Police.

Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

C. Binding Agreement

This Agreement shall cover wages, hours of work, fringe benefits, working conditions, and other related matters, conditions and considerations of employment hereinafter set forth and shall be binding upon the parties hereto, and their successors, as permitted by law.

ARTICLE TWO

DURATION OF AGREEMENT

A. Duration of Agreement

This Agreement shall be in full force and effect from January 1, 1980 until midnight December 31, 1982.

B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence the first week of October, 1982. In the event no successor agreement is completed, ratified and executed before December 31, 1982, the present Agreement will continue in force until said successor agreement has been so ratified and executed.

ARTICLE THREE

MANAGEMENT RIGHTS

It is the right of the "Township", through and by the Chief of Police to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any legitimate reason; maintain the agency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to perform its obligation in emergencies; and exert complete control and discretion over its organization and technology of performing its work. The practical impact of the decisions on the above matters are subject to the grievance procedure as set forth in this Agreement. Nothing in this Article shall alter or relieve the "Township" of any of its obligations agreed to and undertaken by this Agreement.

ARTICLE FOUR

COLLECTIVE BARGAINING PROCEDURE

A. Recognition of Collective Bargaining and Designated Parties

Collective bargaining with respect to the rights and

duties of the "Township" and employees, the resolution of legitimate grievances, rates of pay, hours of work and other conditions and considerations of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of THE PERC ACT and any supplements, amendments or revisions thereto. Unless otherwise designated, the Mayor of the "Township" or his designee or designees and the President of the "Local" or his designee or designees shall be the respective bargaining agents for the parties.

B. Scheduling of Collective Bargaining Meetings

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. Whenever members of the bargaining unit (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, such member, agent, designee or designees will suffer no loss in pay.

ARTICLE FIVE

NON DISCRIMINATION

The "Township" and the "Local" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement or jobs or as a continuation of employment. The "Township" further agrees that it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the "Local" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Local" in the appropriate bargaining unit.

ARTICLE SIX

SICK LEAVE

A. Accumulative

As of January 1, 1980, all employees employed shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated from year to year with a maximum limit of One Hundred (100) days accumulated sick leave.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than February 1st of each year.

C. Injury In Line of Duty

Employees injured in the line of duty or who suffer from an extended illness, the cause of which may be

attributed to employment with the "Township" by standards set forth under the Workmen's Compensation Laws of the State of New Jersey, shall receive extended sick benefits for a period of not more than one year including the aforesaid sick leave days. Such benefits shall be in the form of sick pay which shall represent the difference between the weekly salary of said employee at the time of his injury and the weekly amount of Workmen's Compensation received by said employee during that period. Such benefits will exist for a maximum one year period, including all accumulated sick days as shall be earned under Paragraph A hereunder.

ARTICLE SEVEN

SPECIAL LEAVES

A. Funeral Leave.

As of January 1, 1980, employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each year:-

Up to three (3) days at any one time in the event of death of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister and any other member of the immediate household.

B. Leave from duty with full appropriate pay shall be granted the members of the Local Negotiation Committee who attend meetings between the "Township" and the "Local" for the purpose of negotiating the terms of the contract, provided said employee is scheduled to duty at the time simultaneous to attendance at any said meeting.

C. In Addition to Sick Leave

Leaves taken pursuant to Sections A and B above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE EIGHT

INSURANCE PROTECTION

A. Full Health Care Coverage

As of January 1, 1980 the "Township" shall provide the health care insurance protection designated below. The "Township" shall pay the full premium for each employee and in cases where appropriate, for family-plan insurance coverage.

1. Provisions of coverage. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the "Township" and the "Local" and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expenses and therapeutic treatments.
- d. Maternity costs.
- e. Surgical costs (including prevailing fee schedule basis).
- f. Major medical coverage.

2. Carriers. The hospital insurance carrier shall be Blue Cross and Blue Shield for the basic hospitalization and medical-surgical coverage, and Blue Cross and Blue Shield for the major medical coverage, or other carriers which may be selected by the "Township".

The "Township" shall make full payment for the services listed in this paragraph with a carrier or carriers approved by the "Local".

B. Life Insurance

The "Township" shall pay the entire cost of a \$10,000.00 life insurance policy insuring the life of each employee as defined under this Agreement.

ARTICLE NINE

HOLIDAYS

The employees covered by this Agreement shall receive twelve (12) holiday days, which are listed as follows:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Election Day, General
Columbus Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Christmas Eve

The holiday pay shall be computed at a straight hourly rate of pay based upon an eight (8) hour day for each respective employee. Employees may alternately take compensatory time off for such holidays. Holiday pay shall be given to all

employees, whether or not they are scheduled off from work on the holidays.

ARTICLE TEN

VACATION AND VACATION PAY

A. Qualification for the Extent of Vacation

1. All employees shall be entitled to ten (10) days of paid vacation per year after one year of service to the "Township" except as such additional days as may be hereinafter set forth.

2. Employees employed by the "Township" for four (4) years or more, but less than fifteen (15) years shall be entitled to an additional five days of paid vacation per year, thus totalling fifteen (15) days of paid vacation per year for such employee.

3. Employees employed by the "Township" for fifteen (15) years or more, but less than 20 years shall be entitled to one (1) additional day of paid vacation per year for each year of service in excess of fifteen years, thus totalling an equivalent number of days of paid vacation and years of service, up to a maximum of twenty (20) days paid vacation per year. All employees employed by the "Township" for twenty (20) years or more shall be entitled to twenty (20) days of paid vacation per year and no employee shall be entitled to more than twenty days paid vacation under any circumstances.

4. If an employee should complete the requisite years of service, as set forth in subparagraphs (2) and (3) immediately above, during the period of this Agreement, and thus be eligible for the benefits in said subparagraphs, that employee shall receive a proportional amount of the additional vacation.

5. Employees who terminate service will be paid accumulated vacation benefits on the last day of employment prorated to date of termination.

6. The above-listed vacation days must be used within each contract year and thus, are not cumulative from year to year.

B. Vacation Period

It is hereby recognized that the scheduling of vacation periods is management prerogative. In accordance with such recognition vacation periods shall be taken in work-week blocks (as much as that is possible) and approved by the Police Chief in accordance with his decision to maintain efficiency and smooth the operation of the department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Police Chief.

If a conflict should arise with respect to the scheduling of vacation periods among the various employees, such matters shall be resolved on the basis of seniority with the consent of the Police Chief.

C. Payment of Vacation Pay

1. The amount of vacation pay to be received by an employee in accordance with the benefits noted herein, shall be determined by the per diem salary of the employee at the time

the vacation benefits are utilized. (Such per diem salary shall not include any overtime pay or other monetary benefits but shall be calculated on the salary schedule of such employee at that time).

2. Vacation pay shall be paid to the employee (in addition to his regular earnings) during the week prior to the beginning of his declared vacation period.

3. If an employee should die without utilizing the vacation benefits to which he would have been fully entitled, his estate shall receive the vacation pay amounts representing such unused benefits.

ARTICLE ELEVEN

SALARIES

A. Salary Schedule 1980

As of January 1, 1980, the employees covered by the Agreement shall receive base salaries per annum according to the following schedule:

| <u>RANK</u> | <u>Starting</u> | <u>At 1 year</u> | <u>At 2 year</u> | <u>At 3 year</u> | <u>At 4 year</u> |
|-------------|-----------------|------------------|------------------|------------------|------------------|
| Patrolman | \$12,600 | \$14,175 | \$15,515 | \$16,355 | \$17,100 |
| Sergeant | \$18,100 | | | | |
| Lieutenant | \$19,100 | | | | |

B. Salary Schedule 1981

As of January 1, 1981, the employees covered by the Agreement shall receive base salaries per annum according to the following schedule:

| <u>RANK</u> | <u>Starting</u> | <u>At 1 year</u> | <u>At 2 Year</u> | <u>At 3 year</u> | <u>At 4 year</u> |
|-------------|-----------------|------------------|------------------|------------------|------------------|
| Patrolman | \$13,230 | \$14,885 | \$16,600 | \$17,175 | \$18,300 |
| Sergeant | \$19,370 | | | | |
| Lieutenant | \$20,400 | | | | |

B. Salary Schedule 1982

As of January 1, 1982, the employees covered by the Agreement shall receive base salaries per annum according to the following schedule:

| <u>RANK</u> | <u>Starting</u> | <u>At 1 year</u> | <u>At 2 year</u> | <u>At 3 year</u> | <u>At 4 year</u> |
|-------------|-----------------|------------------|------------------|------------------|------------------|
| Patrolman | \$13,895 | \$15,630 | \$17,300 | \$18,035 | \$19,765 |
| Sergeant | \$20,915 | | | | |
| Lieutenant | \$22,030 | | | | |

ARTICLE TWELVE

OVERTIME

A. Definition of Overtime

Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours, or any day other than provided for in the regular work year, as authorized by the Chief of Police.

B. Qualification for Overtime and Rate of Compensation.

1. All employees covered by this Agreement, shall be paid one and one-half times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime work is performed) for any and all overtime work as defined immediately above in Paragraph A.

2. Overtime shall be calculated as beginning after the completion of the normal working shift in the event that the employee should be required to remain at his duties beyond the completion of said shift.

3. In the event that there is a call-back to duty during a period when the employee is not scheduled to work, said employee shall receive overtime compensation at an overtime rate for the period of said call-back.

4. In further accordance with the definitional section above, if an employee should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court, Federal Court or Civil Action, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty and when any such appearance occurs outside his normal working shift, said employee shall receive overtime compensation at an overtime rate for the period of said court appearance.

5. Superior officers of the rank of Lieutenant or above, shall receive compensatory time in lieu of any overtime benefits under Article Twelve. Any Superior Officer who cannot complete compensatory time, as a result of scheduling difficulties as determined by the Chief of Police and the Township Committee Persons in charge of the Police Department, shall be paid for said unused compensatory time at a straight time rate. However, anything heretofore to the contrary notwithstanding, any Superior Officer who works on any of the Holidays as set forth in Article Nine, hereinabove, shall be paid additional straight time pay for said Holidays worked, in lieu of compensatory time.

ARTICLE THIRTEEN LONGEVITY

In addition to the compensation provided in Articles Eleven and Twelve hereinabove, each employee who qualifies shall receive longevity pay as follows:

a. After completion of five (5) years of uninterrupted service - the sum of \$200.00 per year.

b. After completion of each additional year of uninterrupted service - the sum of \$100.00 per year.

All longevity payments shall be paid on about December 15th, of each year.

ARTICLE FOURTEEN CLOTHING AND SHOE MAINTENANCE ALLOWANCE

Each employee shall receive a uniform replacement allowance of \$300.00 per year, or the equivalent thereto at the discretion of the Township for the repair and replacement of uniforms. The "Township" shall use its best efforts to provide a durable and attractive quality uniform. Said "Township" shall consult with the employees concerning standards of quality, color and other like factors with respect to uniforms for the employees before bids for such items are advertised.

In addition to the above "Township" shall also provide for the cleaning and maintenance of uniforms up to the sum of \$235 per year for each employee.

ARTICLE FIFTEEN WORK WEEK

The work week for all employees covered by this Agreement shall consist of five (5) days and not more than forty

(40) hours are spaced over those five days. Any additional hours will be considered overtime and compensation for those hours will be in accordance with the provisions of Article Twelve set forth above.

ARTICLE SIXTEEN

FALSE ARREST INSURANCE

Effective January 1, 1980, the "Township" shall purchase and maintain insurance coverage on behalf of each employee against any expense incurred in any proceeding and any liabilities asserted against said employee in his capacity as a member of the Police Department of Washington Township. Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or "malfeasance" against said employee.

ARTICLE SEVENTEEN

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the Township's Charter, Ordinances and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date and accordingly, such employees benefits shall be continued.

ARTICLE EIGHTEEN

CHECK-OFF

The "Township" shall deduct dues and initiation fees from the wages of all employees covered by this Agreement who have filed with the "Township" a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The "Local" shall advise the "Township" of the fixed and standard dues and initiation fees of those members and payments made to the "Local" on or before the first pay date of each month.

ARTICLE NINETEEN

BULLETIN BOARD

The "Township" shall permit the "Local" to have its own bulletin board located in the police headquarters for the posting of notices concerning PBA Local #191 business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized officer of the "Local".

ARTICLE TWENTY

PATROLMEN'S BENEVOLENT ASSOCIATION STATE MEETINGS

The Executive Delegate or President of the "Local" or their designee shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such employees are scheduled to be on duty, providing the said employee gives reasonable notice to his superior officer to secure another employee to work in his place.

ARTICLE TWENTY ONE

GRIEVANCE PROCEDURES

A. Definition of Grievance

A grievance shall be defined to mean an alleged violation or a dispute by an employee group, employer, the union or by the "Township" concerning the application, meaning or interpretation of any provision of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to the problems which may arise from time to time which affect the employee so as to insure efficiency and promote employees' morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Limitation

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

D. Period for Filing of Grievance.

All grievances shall be filed within fifteen (15) days when the employee or employer has knowledge of the occurrence or should have knowledge of the occurrence.

E. Procedure

Level 1: "Local" Grievance Committee

All grievances shall be in writing as shall responses to them by the "Township". The "Local" grievance committee shall receive, screen and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "Local".

Level 2: Chief of Police

The "Local" grievance committee shall, within five (5) days after screening of any grievance, submit such grievance to the Chief of the Police Department for resolution.

Level 3: Police Commissioner

In the event the parties are unable to resolve the grievance as to Level 2, either party may, within five (5) days after hearing by the Chief of the Police Department at Level 2, refer the grievance to the Police Commissioner for resolution.

Level 4: Arbitration

In the event the grievance is not resolved at Level 3, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Police Commissioner, either party, within five (5) working days after a decision by the Police Commissioner or fifteen (15) working days after the grievance was delivered to the Police Commissioner, whichever is sooner, request in writing that said grievance shall be referred for impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission or the American Arbitration Association that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the "Township" and the employee cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list from the Public Employment Relations Commission or the American Arbitration Association, the Commission or the American Arbitration Association shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the "Township" and the "Local". Any steward or officer of the Local required in any of the above grievance procedures to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness reasonably required, shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications

Time extensions may be mutually agreed to by the "Township" and the employee.

Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest, legal counsel, if desired by any party and designated or selected representatives heretofore referred to in this Article.

ARTICLE TWENTY-TWO

SAVINGS CLAUSE

In the event that any provision of this Agreement

shall be finally determined to be in violation of any applicable or civil service law or regulation, such determination shall not impair the validity or enforceability of the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

THE TOWNSHIP OF WASHINGTON

John T. Canfield
Witness

BY John J. McCanally, Mayor 3/10/80

NEW JERSEY PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL #191

John J. McCanally #2
Witness

BY [Signature]